

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**  
**Amy's Kitchen**

**Cases 32-CA-296891**  
**32-CA-296954**  
**32-CA-297116**  
**32-CA-297130**  
**32-CA-297143**  
**32-CA-297171**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING AND MAILING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish, and Vietnamese, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places, which are defined for the purposes of this settlement as the time clock area and employee locker room, at its facility at 1885 Las Plumas Avenue, San Jose, California, the employee breakrooms, and all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at the facility at 1885 Las Plumas Avenue, San Jose, California at any time since May 19, 2022. On a monthly basis throughout the 60-day notice posting period the Charged Party will e-file with the Regional Director of Region 32 at [www.nlrb.gov](http://www.nlrb.gov) current dated photographs of all posted Notices. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. If the Employer's place of business is currently closed the Employer will mail the Notice to its employees it employed any time since May 19, 2022. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**READING OF NOTICE**—The Charged Party will hold a meeting or meetings at the facility located at 1885 Las Plumas Avenue in San Jose, California, scheduled to ensure the widest possible attendance on each shift, at which a responsible management official of the Charged Party will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent, to all current employees and former employees who were employed at the facility at 1885 Las Plumas Avenue, San Jose, California at any time since May 19, 2022. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The Notice will be read in the following languages: English, Spanish, and Vietnamese, using a translator if no responsible management official of the

Charged Party is available to read the language. If the Charged Party's facility is closed, the Charged Party will mail to all former and current employees employed any time since May 19, 2022, a Zoom link to watch the reading by Zoom.

**DISTRIBUTION OF THE EXPLANATION OF RIGHTS** – The Explanation of Rights poster (found here: [Employee Rights Notice Posting | National Labor Relations Board \(nlrb.gov\)](https://www.nlrb.gov/employee-rights-notice-posting)) will be posted and mailed in the same manner as the Notice described above.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from approval of this agreement, the Charged Party will make whole each employee named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Party, for each employee named below, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year. If the Regional Office is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Claimant	Net Backpay (current through 9/16/22)	Interim Expenses	Medical Expenses	Net Backpay + Expenses	Compound Interest	Front Pay*	Total
(b) (6), (b) (7)(C)							

\*(b) (6), (b) (7)(C) has waived (b) (6), (b) (7)(C) right to reinstatement and has accepted front pay in lieu of reinstatement.

**MANDATORY TRAINING FOR SUPERVISORS AND MANAGERS** — Within 28 days of the approval of this Agreement, the Charged Party will schedule with Region 32 of the NLRB one or more mandatory 45-minute training sessions to take place at the San Jose, California facility, during the work day, on paid work time, and for all supervisors and managers who are still employed by the Charged Party at the San Jose facility. The training session will cover employee rights protected under the National Labor Relations Act and will include additional time for questions and answers. The Charged Party will instruct supervisors and managers to attend the training session. The Region will conduct the training session(s) at an agreed upon date and time, either in person or via a videoconference platform, at the Regional Director's discretion. Should the parties fail to agree upon a training date and/or time, the Regional Director shall have sole discretion to select the date and time for the training session. The Charged Party will create an attendance list including the names of all supervisors and managers in attendance at the mandatory training and will provide a copy of the attendance document to the Regional Director within 14 days from the day of the training session(s).

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation

and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
Initials

No G.A.L  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional

Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Amy's Kitchen</b>		<b>Charging Party</b> <b>Unite Here Local 19</b>	
By:	Name and Title	Date	
		10/11/22	
/s/ Gordon A. Letter, Attorney		10-20-22	
Print Name and Title below		Print Name and Title below	
Gordon A. Letter, Attorney		Alan Crowley, Counsel to Unite Here Local 19	

  

Recommended By:	Date	Approved By:	Date
/s/Angela Hollowell-Fuentes	10-20-22	/s/ Valerie Hardy-Mahoney	10-25-22
ANGELA M. HOLLOWELL-FUENTES		VALERIE HARDY-MAHONEY	
Field Attorney		Regional Director, Region 32	

(To be printed and posted on official Board notice form)

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**YOU HAVE THE RIGHT** to freely bring complaints about your wages, hours and working conditions to us on behalf of yourself and other employees, including complaints about your pay, insufficient staffing, inadequate equipment, and favoritism and **WE WILL NOT** do anything to interfere with your exercise of that right.

**WE WILL NOT** fire you because you exercise your right to bring issues and complaints to us on behalf of yourself and other employees, including complaints about your pay, insufficient staffing, inadequate equipment, and favoritism.

**YOU HAVE THE RIGHT** to freely talk about your support for the Union with your coworkers and **WE WILL NOT** threaten to fire you because you support the Union.

**WE WILL NOT** threaten to fire you by telling you that if you want a Union then you have to look for work somewhere else or you will be fired at any moment, or by telling you that you can look for another job if you want or support a Union.

**WE WILL NOT** interrogate you by asking you if you support the Union, or by asking you if you are involved in the Union, or by asking you if anyone from the Union has gone to your house.

**WE WILL NOT** retaliate against you for supporting the Union by telling you that you are bothering and intimidating your coworkers, or making them uncomfortable, by talking to them about the Union and collecting signatures or by telling you that we will investigate you if you support the Union.

**WE WILL NOT** tell you that we know you support the Union.

**WE WILL NOT** coerce you by instructing you not bring in a Union, or by telling you that we do not want you involved in the Union and that we do not want the Union to bother workers, or by telling you that we will not accept the Union here.

**WE WILL NOT** coerce you by telling you not to share with others the details of our conversations with you about the Union because it is confidential.

Initials: G.A.L.

**WE WILL NOT** coerce you by telling you that you can only talk to your coworkers about the Union outside the factory, or by telling you that you are not allowed to talk about the Union in the factory, or by telling you that you cannot collect signatures in the factory.

**WE WILL NOT** coerce you by asking you to tell us what we can do to make the plant better, and make it seem like we are promising to make the plant better, or by asking you what changes you would like to see in the workplace, and make it seem like we are promising to make those changes.

**WE WILL NOT** coerce you by telling you that we cannot change anything because the Union is trying to come in.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

(b) (6), (b) (7)(C) has a right to return to (b) (6), (b) (7)(C) job and (b) (6), (b) (7)(C) HAS chosen to waive (b) (6), (b) (7)(C) right to return to (b) (6), (b) (7)(C) job.

**WE WILL** pay (b) (6), (b) (7)(C) for the wages and other benefits (b) (6), (b) (7)(C) lost because we fired him.

**WE WILL** remove from our files all references to the firing of (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the firing will not be used against (b) (6), (b) (7)(C) in any way.

Amy's Kitchen

(Employer)

**Dated:** 10-20-22

**By:** /s/Gordon A. Letter, Attorney

(Representative)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nrlrb.gov](mailto:relay.service@nrlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

1301 Clay St Ste 300N  
Oakland, CA 94612-5224

**Telephone:** (510)637-3300

**Hours of Operation:** 8:30 a.m. to 5 p.m.

Initials: G.A.L.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: G.A.L.